





City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: October 25, 2005

TO: City Council

VIA: Dennis R. Halloway, City Manager 

FROM: T. Jarb Thaipejr, Public Works Director/City Engineer 

SUBJECT: Approve Contract with County for Construction of Beaumont Avenue Bridge.

RECOMMENDATION:

It is recommended that the City Council approve a contract with San Bernardino County for the construction of the Beaumont Avenue Bridge crossing the San Timoteo Creek.

BACKGROUND:

The San Timoteo Creek flood control improvement project required removing the existing bridge for widening of the channel. The City approved the design and agreed to share in the cost of a replacement bridge. A contract is needed to document the responsibilities of both agencies.

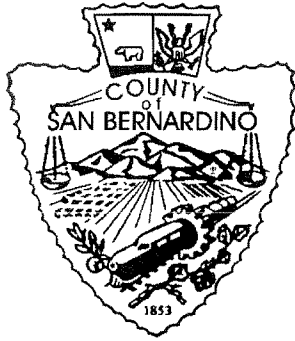
ANALYSIS:

The proposed bridge provides an additional point of access to the southeast portion of the City. A standard contract, prepared in cooperation by both the County and City, is attached. This contract outlines the items required of each agency. The County is named as the lead agency. The details include project costs, permitting, right-of-way issues and methods of resolution and fair share of future maintenance costs. Included are issues of liability, insurance and term of the contract. The total estimated cost with the City share, \$343,100, is attached as exhibit A. Exhibit B, if needed, is a contract change order form.

FINANCIAL IMPACT:

Funding will be provided from account 08-5340-8500, Measure I Fund, \$100,000. Additional funding will need to be appropriated next fiscal year to complete the project.

Attachment



COUNTY OF SAN BERNARDINO

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	Dept. SC TRA A	Contract Number
County Department Public Works – Transportation		Dept. Orgn. TRA TRA	Contractor's License No.
County Department Contract Representative BRENDON BIGGS		Telephone 387-8166	Total Contract Amount LEAD AGENCY – NO ENCUMBRANCE
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason: LEAD AGENCY			
Commodity Code	Contract Start Date	Contract End Date	Original Amount
Fund SAA	Dept. TRA	Organization TRA	Appr. 200
Fund	Dept.	Organization	Appr.
Fund	Dept.	Organization	Appr.
Project Name BEAUMONT AVENUE BRIDGE @ SAN TIMOTEO CREEK		Estimated Payment Total by Fiscal Year	
Contract Type - Special (Risk Management Approved)		FY Amount I/D FY Amount I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

CITY OF LOMA LINDA

hereinafter called: CITY

Address

25541 BARTON ROAD

LOMA LINDA, CA 92354

Telephone

(909) 799-4401

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, the COUNTY OF SAN BERNARDINO (hereinafter referred to as COUNTY) and the CITY OF LOMA LINDA (hereinafter referred to as CITY) desire to cooperate and jointly participate in a project to build a replacement bridge at Beaumont Avenue Bridge at San Timoteo Creek, as well as conduct future maintenance work (hereinafter referred to as PROJECT); and

WHEREAS, the PROJECT will be of mutual benefit to the COUNTY and CITY; and

WHEREAS, the PROJECT is most economically accomplished as part of the construction of San Timoteo Creek project; and

Auditor / Controller – Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, it is anticipated that the funding for the construction phase of the PROJECT will be from COUNTY road funds, CITY local funds, and Highway Bridge Rehabilitation and Replacement Program funds; and

WHEREAS, the total cost for the replacement of Beaumont Avenue Bridge is estimated to be \$2,047,050 with \$1,360,850 funded by Highway Bridge Rehabilitation and Replacement Program (HBRRP) and \$686,200 in local matching funds and non-HBRRP expenses of which the COUNTY share is \$343,100 (50% of local match and 50% of non-HBRRP expenses) and CITY share is \$343,100 (50% of local match and 50% of non-HBRRP expenses); and

WHEREAS, COUNTY and CITY desire to set forth responsibilities and obligations of each as pertains to such participation and to the design, construction, and funding of the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the design and construction of the PROJECT.
- 1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT for CITY's prior review and approval.
- 1.3 Construct the PROJECT by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY, and the Caltrans Design Manual, 10 year life, to the satisfaction of and subject to concurrence of the CITY.
- 1.4 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the unincorporated area of the PROJECT site.
- 1.5 Obtain a no-cost permit(s) from the CITY for work within the CITY's right-of-way.
- 1.6 Advertise, award, administer, and fund the construction of the PROJECT, in accordance with the California Public Contract Code.
- 1.7 Require its contractors to maintain Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the contractor and all risks to such persons under this Agreement. Comprehensive General Liability to include contractual coverage and Automobile Liability Insurance to include coverage for owned, hired and non-owned vehicles. The Comprehensive General and Automobile Liability policies shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) and shall name the CITY and the COUNTY as additional named insured. Waiver of Subrogation Rights – Contractors shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, the CITY, and their officers, employees, agents, volunteers, contractors and subcontractors. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY or the CITY.
- 1.8 Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records.
- 1.9 Pay for its proportionate share of PROJECT costs. PROJECT costs shall include the cost of design, construction, construction engineering, utility relocation, right-of-way, and overhead costs. COUNTY's proportionate share of PROJECT costs is estimated at \$343,100 (50% of local match and 50% of non-HBRRP expenses). COUNTY shall be responsible for the sum of \$343,100, plus its proportionate share of any PROJECT cost increases pursuant to Section 3.5 below and pay such costs from COUNTY road funds.

- 1.10 Submit to CITY an itemized accounting of actual PROJECT costs incurred by COUNTY to date and which have not already been paid either by COUNTY or CITY, and a statement for CITY's proportionate share of the PROJECT costs as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting.
- 1.11 If right-of-way is needed, the COUNTY shall order title reports on such parcels. Each party shall pay 50% of the costs associated with any needed right-of-way, including temporary right of entries for construction.
- 1.12 Provide services to acquire the right-of-way if needed for the PROJECT, to include contacting owner or occupant, entering properties, appraising right-of-way parcels, inspecting and negotiating takes and easements including improvements.
- 1.13 Include completion of any applicable NEPA and CEQA requirements.
- 1.14 After CITY's and COUNTY's acceptance of the construction contract work, the COUNTY shall act as the Lead Agency in performing or causing the performance of maintenance activities for the PROJECT. Maintenance responsibilities shall include preventative maintenance and emergency maintenance. The COUNTY shall be responsible for 50% of the maintenance costs associated with the PROJECT. The remaining 50% of the maintenance cost shall be the responsibility of the CITY.

2.0 CITY AGREES TO:

- 2.1 Pay for its proportionate share of PROJECT costs. The PROJECT costs shall include the cost of design, construction, construction engineering, utility relocation, right-of-way, and overhead costs. CITY's proportionate share of PROJECT costs is estimated at \$343,100 (50% of local match and 50% of non-HBRRP expenses).
- 2.2 Pay to COUNTY, on a reimbursement basis, its proportionate share of any PROJECT cost increases pursuant to Section 3.5 below, within thirty (30) days after receipt of an itemized statement as set forth in Section 1.10 of this Agreement setting forth all actual PROJECT costs incurred by COUNTY to date and which have not already been paid by either COUNTY or CITY, together with adequate documentation of said expenditures.
- 2.3 Provide a no-cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Should COUNTY be unable to acquire the necessary right-of-way located within the limits of the CITY, then the CITY, in consultation with COUNTY, shall consider using the power of Eminent Domain to acquire any necessary rights-of-way at a public hearing noticed and conducted in accordance with California Code of Civil Procedure, Section 1245.235 for the purpose of considering the adoption of a resolution of necessity. If CITY elects to proceed with using its power of Eminent Domain, it shall do so in a timely manner and at no cost to the COUNTY. The parties acknowledge and understand that this Agreement does not obligate CITY in any way to use the power of Eminent Domain to acquire any rights-of-way within the CITY. CITY's use of the power of Eminent Domain is conditioned by law upon certain findings and determinations that CITY, in its sole discretion, must make in accordance with the California Code of Civil Procedure. CITY makes no warranty or guarantee of the eventual result or outcome of its discretionary consideration of the use of Eminent Domain to acquire any rights-of-way within the CITY or of any actual Eminent Domain proceeding. In the event that COUNTY is unable to acquire the necessary right-of-way located within the limits of the CITY and CITY is unable or unwilling to use Eminent Domain to acquire right-of-way, this Agreement shall be deemed to be terminated by mutual consent. In the event of termination as provided herein, all PROJECT costs required to be paid by the parties prior to the effective date of termination shall be paid by the parties in the proportion provided herein.
- 2.5 After CITY's and COUNTY's acceptance of the construction contract work, the CITY shall be responsible for 50% of the maintenance costs associated with the PROJECT as its fair share. Maintenance responsibilities shall include preventative maintenance and emergency maintenance.

3.0 IT IS MUTUALLY AGREED:

- 3.1 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising

out of any act or omission of COUNTY, its officers, employees, agents or volunteers in connection with COUNTY's performance of its obligations under this Agreement.

- 3.2 CITY agrees to indemnify and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CITY, its officers, employees, agents or volunteers in connection with CITY's performance of its obligations under this Agreement.
- 3.3 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 COUNTY and CITY are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation. COUNTY and CITY warrant that through their programs of self-insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of COUNTY and CITY's performance of this agreement.
- 3.5 The parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices or change orders over the estimated total PROJECT costs of \$2,047,050 (which is the sum of \$1,360,850 from HBRRP, \$343,100 from COUNTY, and \$343,100 from CITY) shall be borne 50% by the COUNTY and 50% by the CITY as part of the parties' respective obligations to pay for PROJECT costs.
- 3.6 Except with respect to the parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT.
- 3.7 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by both parties.
- 3.8 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and prosecuted in the appropriate state court in the County of San Bernardino, California.
- 3.9 Time is of the essence for each and every provision of this Agreement.
- 3.10 Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.11 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.12 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.13 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.14 This Agreement may be signed in counterparts, each of which shall constitute an original.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

► _____
Bill Postmus, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

CITY OF LOMA LINDA

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

EXHIBIT "A"
ESTIMATE OF PROJECT COSTS

FOR CITY OF LOMA LINDA/COUNTY OF SAN BERNARDINO
FOR REPLACEMENT OF BEAUMONT AVENUE BRIDGE AT SAN TIMOTEO CREEK
IN THE LOMA LINDA AREA

DESCRIPTION AND LIMITS	PORTION OF WORK	TOTAL COST	HBRRP SHARE	% OF PROJECT HBRRP	COUNTY OF SAN BERNARDINO SHARE	% OF PROJECT COUNTY	CITY OF LOMA LINDA SHARE	% OF PROJECT CITY
REPLACE BEAUMONT AVENUE BRIDGE AT SAN TIMOTEO CREEK SPAN OF BRIDGE IS 210 FEET AND WIDTH IS 38 FEET	DESIGN	\$155,000	\$8,000	5%	\$73,500	47.5%	\$73,500	47.5%
	RIGHT-OF-WAY	\$51,000	\$0	0%	\$25,500	50%	\$25,500	50%
	UTILITIES	\$150,000	\$0	0%	\$75,000	50%	\$75,000	50%
	CONSTRUCTION	\$1,691,050	\$1,352,850	80%	\$169,100	10% (50% OF LOCAL MATCH)	\$169,100	10% (50% OF LOCAL MATCH)
TOTAL		\$2,047,050	\$1,360,850	63.4%	\$343,100	18.3%	\$343,100	18.3%

PROJECT costs may be increased or decreased based on accepted contractor's bid.

EXHIBIT B

CONTRACT CHANGE ORDER REVIEW/APPROVAL

**PROJECT:
BEAUMONT AVENUE BRIDGE
SAN BERNARDINO COUNTY CONTRACT #**

File: H12260

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreements with the City of Loma Linda and County of San Bernardino for the above project and the following shall apply:

DATE CITY OF LOMA LINDA ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by CITY OF LOMA LINDA
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by CITY OF LOMA LINDA
- ☐ _____% of Actual Cost to be Funded by CITY OF LOMA LINDA
- ☐ CITY OF LOMA LINDA Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to CITY OF LOMA LINDA

DATE OF COUNTY OF SAN BERNARDINO ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by COUNTY OF SAN BERNARDINO
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by COUNTY OF SAN BERNARDINO
- ☐ _____% of Actual Cost to be Funded by COUNTY OF SAN BERNARDINO
- ☐ COUNTY OF SAN BERNARDINO Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to COUNTY OF SAN BERNARDINO

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing COUNTY OF SAN BERNARDINO and CITY OF LOMA LINDA agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? ☐ YES ☐ NO

CITY OF LOMA LINDA SIGNATURE: _____ COUNTY OF SAN BERNARDINO SIGNATURE: _____
CITY OF LOMA LINDA TITLE: _____ COUNTY OF SAN BERNARDINO TITLE: _____

Distribution:

Signed Original Returned to City of Loma Linda Resident Engineer (FAX # 909-799-2890) and County of San Bernardino Resident Engineer (FAX # 909-387-7927)

Signed Original for CITY OF LOMA LINDA and COUNTY OF SAN BERNARDINO Files
